

## **New Common Victualler / Entertainment**

Applicant: T Anthony, LLC.  
DBA: T Anthony Restaurant  
Location: 1016 Comm Ave, Brookline. Ma 02215

### **Application Details:**

Question of approving the application of a Common Victualler for T Anthony, LLC. d/b/a T Anthony Restaurant at 1016 Commonwealth Ave. Hours of operation will be Monday - Sunday 7:00 am to 2:00 am. Seating will consist of 100 inside seats.

Question of approving the application of a new Entertainment for T Anthony, LLC. d/b/a T Anthony Restaurant at 1016 Commonwealth Ave. Entertainment will consist of radio, Juke Box and Television music Monday - Sunday 7:00 am to 2:00 am.

### **Reports (Attached):**

Health Department (Approved)  
Building Department (Approved)  
Police Department (Approved)  
Fire Department (Approved)

## MEMORANDUM

TO: Pat Maloney, Acting Commissioner of Public Health & Human Services  
Daniel Bennett, Building Commissioner  
Richard E. Allen, Acting Chief of Police  
John Sullivan, Chief of Fire

FROM: Melvin Kleckner, Town Administrator

RE: Common Victualler / Entertainment

DATE: January 19, 2022

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May we please have reports on the attached application:

Applicant: T Anthony, LLC.  
DBA: T Anthony Restaurant  
License Type: Common Victualler / Entertainment  
Location: 1016 Commonwealth Ave, Brookline. Ma 02215

### **Application Details:**

Request of approving the application of a Common Victualler for T Anthony, LLC. d/b/a T Anthony Restaurant at 1016 Commonwealth Ave. Hours of operation will be Monday - Sunday 7:00 am to 2:00 am. Seating will consist of 100 inside seats.

Request of approving the application of a new Entertainment for T Anthony, LLC. d/b/a T Anthony Restaurant at 1016 Commonwealth Ave. Entertainment will consist of radio, Juke Box and Television music Monday - Sunday 7:00 am to 2:00 am.

This application is scheduled to go before the Board on **February 15, 2022**. May we please have the reports no later than **February 08, 2022**.

Thank you.

# Checklist for Common Victualler w/o Alcohol



- ☒ Common Victualler Application
  - ☐ Description of Operations
  - ☒ Copy of menu
  - ☒ Vote of Corporation
  - ☒ Litter Letter
  - ☒ Delivery description
  - ☒ Renovation Form
  - ☒ License Interview Form
  - ☒ State Tax Verification Form
  - ☒ Three letters of reference
  - ☒ A set of: a description, illustration, and/or detailed plans
  - ☒ Legal Right to Occupy, a lease or deed
  - ☐ Business Certificate (Town Clerk's Office)
  - ☐ General Liability Insurance Certificate (required prior to opening)
  - ☐ Certificate of Occupancy, Use, or Inspection (required prior to opening)
  - ☐ Workers' Compensation Form (required prior to opening)
  - ☒ Entertainment Application
  - ☒ Outdoor Seating Application
- 
- ☒ Report from Brookline Police
  - ☒ Report from Building
  - ☒ Report from Fire
  - ☒ Report from Health
  - ☐ DPW (Outside seating only)

## Tiffany Souza

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**From:** Todd Cantor  
**Sent:** Friday, January 28, 2022 2:32 PM  
**To:** Tiffany Souza; Dan Bennett; David Hill; Debra Mann; Jasmine Stokes; Kristen Curtis; Pat Maloney; Richard Allen; Roland Lankah; Todd Kirrane  
**Subject:** RE: Request for Report - T. Anthony

Tiffany –

The Brookline Fire Department conducted an inspection of the abovementioned property and found it to be in satisfactory condition. Therefore, we have no objection to the change in ownership.

Regards,

Todd Cantor, Deputy Chief  
Fire Prevention Division  
Brookline Fire Department  
350 Washington Street  
Brookline MA 02445  
Office: 617-730-2270

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**From:** Tiffany Souza  
**Sent:** Thursday, January 20, 2022 9:58 AM  
**To:** Dan Bennett; David Hill; Debra Mann; Jasmine Stokes; Kristen Curtis; Pat Maloney; Richard Allen; Roland Lankah; Tiffany Souza; Todd Cantor; Todd Kirrane  
**Subject:** Request for Report - T. Anthony

Transfer of Ownership.

## Tiffany Souza

Administrative Assistant – Licensing



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Town of Brookline | Select Board's Office  
333 Washington Street, 6<sup>th</sup> FL  
Brookline, MA 02445-6853  
☎: (617) 730-2203 | 📠: (617) 730-2054



## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

RICHARD E. ALLEN  
ACTING CHIEF OF POLICE

**Lieutenant David Hill**

Patrol Division  
Brookline Police Dept.  
857-361-2282  
dhill@brooklinema.gov

January 23, 2022

TO: Chief Allen

RE: Common Victualler License/Entertainment License – T. Anthony's

Sir,

I received a memorandum from Town Hall regarding a request by Soo Kim Wang on behalf of T Anthony, LLC for a new Common Victualler License at 1016 Commonwealth Avenue. This location is currently occupied by *T. Anthony Restaurant*, and Ms. Wang's restaurant will continue to operate as *T Anthony Restaurant* and maintain the current menu consisting of pizza, sandwiches, breakfast, etc. The hours of operation will remain 7:00AM through 2:00AM seven days a week. There will not be alcoholic beverages on the premises. The requested indoor seating capacity of 100 is consistent with the existing seating capacity.

Ms. Wang resides in Winchester and appears to have experience in the food industry in the Boston area, including the Kayuga Japanese Restaurant in Brookline. Her application includes references from individuals that know her both personally and professionally. Our internal system identifies her as a previous manager of record for Kayuga Restaurant and she appears in our incident reporting system as a reporting party or witness to several incidents. Because of T. Anthony's close proximity to schools in Boston, there is often directed patrols in the area which I would expect to continue. I find no public safety reason to deny this request.

Included in this application is a request for an entertainment license allowing for radio, juke box, and television entertainment daily during business hours. I believe a separate licensing request is required regarding juke box entertainment being conducted on Sundays. Otherwise, I have no objections to the request at this time, and would recommend a review to assess if there are any late-night noise complaints that may be impacting the neighborhood.

Respectfully submitted,

Lt. David Hill L-14





**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

**Daniel F. Bennett**  
Building Commissioner

**INTEROFFICE MEMORANDUM**

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**Date:** January 25, 2022

**To:** Melvin Kleckner  
Town Administrator

**From:** Daniel F. Bennett  
Building Commissioner

**Re:** 1016 Commonwealth Ave - Application from T Anthony, LLC, d/b/a T Anthony Restaurant, Soo Kim Wang, Manager for a Common Victualler and Entertainment (Radio, Juke box & Television) License with a seating capacity of 100 seats and hours of operation Monday - Sunday 7am-2am (your memo dated January 19, 2022).

The subject premises is located in a G-2.0 (CA) Commonwealth Ave General Business District. The use as a restaurant of less than 5,000 square feet is permitted as of right per Section 4.07, Use #30 of the Town of Brookline Zoning By-Law.

The establishment meets the requirements of the Zoning By-Law and Building Code for a **maximum of 100 seats**. The applicant has indicated there will be no renovations to the establishment. The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. In addition, all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department.

If an odor problem occurs as a result of this use an odor control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule approved by the Building Department.

The Building Department has no objection with the application from T Anthony, LLC, d/b/a T Anthony Restaurant, Soo Kim Wang, Manager for a Common Victualler and Entertainment (radio, juke box and television) License with a seating capacity of 100 seats and hours of operation Monday - Sunday 7am-2am.



Patrick J. Maloney, MPAH, CHO, RS  
Acting Health Commissioner of  
Public Health & Human Services

**TOWN OF BROOKLINE**  
**DEPARTMENT OF PUBLIC HEALTH**

*11 Pierce Street, Brookline, Massachusetts, 02445*  
*Telephone: (617) 730-2300 Facsimile: (617) 730-2296*  
*Website: [www.brooklinema.gov](http://www.brooklinema.gov)*

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH**  
**M E M O R A N D U M**

To: Melvin Kleckner,  
Town Administrator  
for the Select Board

From: Pat J. Maloney, **PJM**  
Acting Health Commissioner of Public Health & Human Services

Date: 11/8/2021

Re: T Anthony, LLC, Applicant  
T Anthony Restaurant  
1016 Commonwealth Ave, Brookline, MA 02446  
CV & Entertainment, License Type

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Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application and plans for the above noted establishment. The BDPH has no objection to the issuance of a CV & Entertainment License.

This recommendation is under the following conditions:

- The establishment must comply with Town of Brookline COVID-19 Health and Safety Standards for food establishments. These safety standards include but not limited to: The request for proof of COVID-19 vaccination, wear face coverings while indoors, wear gloves when contact with Ready-To-Eat foods as well as clean all tables and chairs frequently.
- The establishment is renovated to comply with Health Code requirements.
- The operator must maintain Food Safety, Allergy Awareness and Alcohol Server Certifications.
- An odor control system should be installed and maintained to prevent excessive cooking odors should the BDPH receive valid nuisance complaints.
- The operator must provide and maintain adequate Trash Management Plan.
- The operator must provide and maintain a licensed pest control contractor.
- The establishment must receive a pre-operational inspection before the license is released.
- All required applications and fees must be submitted to the BDPH as required.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

## Tiffany Souza

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**From:** Andrea Kor <andrea.attorneycoleman@gmail.com>  
**Sent:** Monday, January 10, 2022 1:02 PM  
**To:** Tiffany Souza  
**Cc:** Christopher E. Coleman  
**Subject:** Application for the transfer of CV & Entertainment License - T Anthony LLC  
**Attachments:** Entertainment & CV License application T Anthony LLC.pdf

Good afternoon, Tiffany,

This office represents the Buyer, T Anthony, LLC on the purchase of an existing pizza restaurant named T Anthony Restaurant located at 1016 Commonwealth Ave., Brookline, MA.

Attached please find an application package for the Entertainment License and Common Victualer License for your review.

The application is for the change of ownership of an existing restaurant establishment. Applicant will keep the same operation of restaurant including name of business, hours of operation, seating capacity and menu shall remain unchanged.

Please don't hesitate to contact me if you have any questions.

Thank you  
Andrea Kor, paralegal  
Coleman Law Office PC  
Direct : 857-222-8726

**[EXTERNAL EMAIL] [CAUTION]** This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.





OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR  
COMMON VICTUALLER LICENSE**

DATE: January 3, 2022

LOCATION: 1016 Commonwealth Ave., Brookline, MA 02215

APPLICANT: T Anthony, LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: T Anthony Restaurant

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

T Anthony, LLC

NAME	TITLE	EMAIL ADDRESS
Soo Kim Wang	Manager/member	sookimwang@gmail.com

TELEPHONE # ADDRESS

[REDACTED]

NAME	TITLE	EMAIL ADDRESS
Willy Burgos	[REDACTED]	

TELEPHONE #

ADDRESS



NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? No

IF YES, LOCATION: AND DATES: \_\_\_\_\_

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS? Yes

IF YES, LOCATION: AND DATES Soo Kim Wang has been employed by the Kayuga Japanese Restaurant at Brookline, MA as an assistant manager since year 2003

**HOURS OF OPERATION FOR FOOD SERVICE:**

DAYS: Mon - Sun (7 days a week) HOURS: 7:00a.m. - 2:00a.m.

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

**HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)**

DAYS: N/A HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

**PLEASE NOTE:**

**THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.**

MENU: (GENERAL TYPE OF FOOD SERVED)

homemade Italian style pizza, sub, sandwich and breakfast

FLOOR SPACE SQ. FT. approx. 2,200 sq.ft.

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? NO

(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 100 seats (same as existing) OUTSIDE: N/A

Outside seating only applicable for 6 months from April 1<sup>st</sup> – September 30<sup>th</sup>.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: N/A


NUMBER OF BATHROOMS : EMPLOYEE: PUBLIC: 2

NUMBER OF PARKING SPACES (IF ANY): None

NUMBER OF EMPLOYEES: 5-8

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the Town By-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions Yes

APPLICANT SIGNATURE  TITLE: Manager

PHONE#

EMAIL ADDRESS sookimwang@gmail.com



VOTE OF CORPORATION

DATE: January 3, 2022

AT A MEETING OF THE BOARD OF DIRECTORS OF MEMBERS OF THE  
T ANTHONY, LLC

HELD AT: Brookline, MA

ON: January 3, 2022

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE  
TOWN OF BROOKLINE FOR A

COMMON VICTUALLER LICENSE

(TYPE OF LICENSE)

FOR THE YEAR 2022 TO BE EXERCISED ON THE PREMISES LOCATED AT  
1030 COMMONWEALTH AVE., BROOKLINE, MA 02215

VOTED: TO AUTHORIZE SOO KIM WANG TO  
SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF T Anthony, LLC

AND TO EXECUTE ON ITS  
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE  
GRANTING OF THE LICENSE.

THIS CORPORATION HAS NOT BEEN RESOLVED.

A TRUE COPY

ATTEST:

  
CLERK



**RENOVATION FORM**

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) Not applicable (existing restaurant establishment) - application for the change of ownership only.

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

(3) \_\_\_\_\_

\_\_\_\_\_

(4) \_\_\_\_\_

\_\_\_\_\_

(5) \_\_\_\_\_

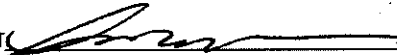
\_\_\_\_\_

(6) \_\_\_\_\_

\_\_\_\_\_

DATE: 1/5/2022

SIGNATURE OF APPLICANT



**(PLEASE SUBMIT THREE SETS OF PLANS)**



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: COMMON VICTUALLER LICENSE

NAME: Soo Kim Wang

ADDRESS: [REDACTED]

EMAIL ADDRESS: sookimwang@gmail.com

PHONE #: [REDACTED]

PLACE OF BIRTH: Seoul Korea

FATHER'S NAME: Joong Kim MOTHER'S MAIDEN NAME: Jeong Yang Cho

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2005 to present LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EDUCATION

DATE: 1983-1991 LOCATION: Seoul Korea High School

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EMPLOYMENT HISTORY

DATE: Year 2003 - present LOCATION: Kayuga at Brookline POSITION: Assist Manager

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

SIGNATURE:  DATE: 1/5/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

David Solomon Kim  
41 Park Street, #311  
Brookline, MA 02446

January 3, 2022

Town of Brookline  
333 Washington Street  
Brookline, MA 02445

To Whom It May Concern:

My name is David Kim and I have been a resident of Brookline for the past seven years. Prior to that, I grew up in Cambridge and attended college in Medford so you can definitely consider me a local that's familiar with the area. As such, I am writing this letter of reference for Soo Kim Wang who is the business owner of Kayuga, an Asian restaurant located on 1030 Commonwealth Avenue.

I have personally known Soo for more than 13 years and aside from serving delicious food, I can confirm that she is an outstanding person who runs her business with the highest level of integrity and service. Soo is a fine example of a restaurant owner who cares about her customers and building relationships within the community and Kayuga's longevity and many regular customers serve as a testament to this. And should it be the case that Soo is interested in pursuing any other restaurant endeavors, there is no reason to think her approach would be any different and less than superb.

In closing, my hope is that I get to enjoy eating at Kayuga for many more years to come. So should you have any questions or wish to speak, please do not hesitate to contact me at [davidsolomonkim@yahoo.com](mailto:davidsolomonkim@yahoo.com) or at (617) 251-9544.

Sincerely,

*David Kim*

David Solomon Kim



January 3, 2022

Town of Brookline  
333 Washington Street  
Brookline, MA 02445

To Whom it May Concern,

I've known Soo Kim Wang my whole life and she is one person I admire and respect the most. Not only because of her caring nature and thoughtfulness but also because she has such a good work ethic, is responsible and trustworthy. Running a business can be a tough job, always juggling and managing difficult and unexpected situations and Soo always handles it with wisdom and honesty.

I not only know her as a sister but I have worked for her at the restaurant as a waitstaff and I say without a doubt that you are dealing with a person of very good moral character. Soo operates with integrity and is a rule follower and expects the same for all her employees as well.

Please feel free to contact me anytime at 617-312-4769 or email at

[hakyungyee@yahoo.com](mailto:hakyungyee@yahoo.com) if you have any questions.

Best Regards,

Jennifer Hakyung Choi

34 Bradford Street

Wayland, MA 01778

Philip Worrell

2430 Beacon St., #202,

Chestnut Hill, MA 02467

January 02, 2022

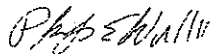
To whom it may concern,

I have known Soo Kim for the last 20 years; in this time Soo Kim has operated her business in a professional, competent and trustworthy manner. I have no problem in recommending Soo for any position or application she may be interested in.

Please feel free to contact me for more information.

Thanks

Philip Worrell



[pworrell66@gmail.com](mailto:pworrell66@gmail.com)

617-719-0217



**LICENSE INTERVIEW FORM**

Common Victualer License

**TYPE OF LICENSE APPLYING FOR:** \_\_\_\_\_

**NAME:** Willy Burgos \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL ADDRESS:** wburgos29@yahoo.com \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**PLACE OF BIRTH:** Dominican Republic \_\_\_\_\_

**FATHER'S NAME:** Moises Burgos **MOTHER'S MAIDEN NAME:** Carmen D Severino \_\_\_\_\_

**ARE YOU A CITIZEN?** YES ☒ NO ☐ **ALIEN CARD #** \_\_\_\_\_

**ARE YOU A VETERAN:** YES ☐ NO ☒ \_\_\_\_\_

**RESIDENCES FOR LAST FIVE YEARS**

**DATE:** 11/2020- present **LOCATION:** \_\_\_\_\_

**DATE:** 05/2019-11/2020 **LOCATION:** \_\_\_\_\_

**DATE:** 11/2017-05/2019 **LOCATION:** \_\_\_\_\_

**DATE:** 06/2008-11/2017 **LOCATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

**EDUCATION**

DATE: 2014	LOCATION: Bunker Hill Community College
DATE: 1999	LOCATION: Lindell Community Center/ Brooklyn, NYC
DATE:	LOCATION:
DATE:	LOCATION:

**EMPLOYMENT HISTORY**

DATE: 10/2017-Present	LOCATION: Amedisys Healthcare	POSITION: Hospice Liaison
DATE: 04-2014-12/2016	LOCATION: Seasons Hospice	POSITION: Hospice Consult
DATE: 07/2013-2-2014	LOCATION: Lighthouse Nursing	POSITION: Admissions Direc
DATE: 05/2007-07-2013	LOCATION: Mass General Hospit	POSITION: Administrator ass
DATE:	LOCATION:	POSITION:

SIGNATURE: W. B. [Signature] DATE: 1/7/2022

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

Elizabeth Bohan  
11 Charlemont St.  
Dorchester, MA 02122

January 6, 2022

To Whom It May Concern:

My name is Elizabeth Bohan, and I am writing this letter on behalf of Willy Burgos. I have known Willy for 7 years and am fortunate to have worked with him professionally and to have as a true friend.

Willy's commitment, dedication, and focus to achieving the best possible outcomes for the people he is working with to ensure that things are done thoroughly and to the best of his ability is inspiring. He is a person that will always be honest and takes responsibility. He has taken on challenges and obstacles with dignity, composure, and thoughtfulness. His previous experience will help him excel with the business side of a restaurant but especially the customer service aspect, which will make them feel welcome, attended to, and wanting to come back. He will take any feedback that is given and use that to improve upon to continue to refine the experience.

Willy will tackle this next adventure head on, giving it his all. He is always willing to learn new skills and further himself to improve not only himself, but the job is he doing as well. If you have any questions or would like to speak with me, please feel free to contact me at [ebohan1117@gmail.com](mailto:ebohan1117@gmail.com) or (617) 699-1887.

Sincerely,

*Elizabeth Bohan*  
Elizabeth Bohan

Mark Yoder  
21 Haskell St  
Allston, MA 02134

January 7, 2022

To Whom It May Concern:

My name is Mark Yoder, and it is with great pleasure that I write this letter of recommendation for Willy Burgos. I have known Willy for approximately 5 years both professionally and personally. During this time Willy has demonstrated to me the character and qualities that we all value in a coworker and friend. Character traits such as honesty, persistence, loyalty, kindness, and an appreciation for the fact that in order to succeed hard work is required.

Willy is deeply motivated both to learn new skills and search for new opportunities in all areas of his life. I know he will tackle this new adventure with the passion and discipline necessary to succeed. If you have any questions or would like to speak with me, please feel free to reach out to me at [mrk.yoder@gmail.com](mailto:mrk.yoder@gmail.com) or 617-894-8199

Sincerely,

*MARK Yoder*

Mark Yoder

Beritzzy Medrano  
41 Ruggles St  
Roxbury, MA 02119

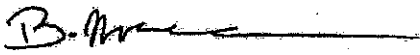
January 7, 2022

To Whom It May Concern:

My name is Beritzzy Medrano and I am pleased to have the opportunity to write this letter of recommendation for Willy Burgos. I have known Willy for approximately 22 years. In these 22 plus years that I have known Willy he has demonstrated time after time the character and qualities that you look for in a friend and decent human being. He is very dependable and organized.

I have no reservation whatsoever in giving a strong recommendation to Willy. With his strong moral character, indefatigable will and clear sense of purpose, I believe he would be a valuable member for the community of Brookline. If you have any questions or would like to speak with me, please feel free to reach out to me at [Bery.25@hotmail.com](mailto:Bery.25@hotmail.com) or 857-272-7092.

Sincerely,

  
Britzy Medrano

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

\_\_\_\_\_  
\*Signature of Individual

  
By: Corporate Officer

  
\*\* Social Security #

Voluntary or Federal ID #

T Anthony, LLC

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



**T ANTHONY, LLC**

D/B/A

**T ANTHONY RESTAURANT**

1016 Commonwealth Ave., Brookline, MA

Maintenance Program

1. Exhaust hood and grease filter
  - i) Grease filter will be cleaned every month
  - ii) The exhaust hood will be cleaned by a professional cleaning service every three months.
2. Grease Trap

The grease trap will be cleaned by the house at a monthly basic.
3. Suppression Fire system

The Suppression fire system will be inspected and serviced by a professional fire prevention service company twice a year.
4. Trash removal

Trash pickup by a private contractor at least twice a week

The dumpster area will be kept and maintain in clean and debris free condition
5. Pest control

A professional service will be conducted at least once a month by a licensed contractor.



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: [REDACTED]

1. The exact name of the limited liability company is: T ANTHONY, LLC

**2a. Location of its principal office:**

No. and Street: 1016 COMMONWEALTH AVENUE  
City or Town: BROOKLINE State: MA Zip: 02215 Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street: 1016 COMMONWEALTH AVENUE  
City or Town: BROOKLINE State: MA Zip: 02215 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

TO OWN AND OPERATE RESTAURANT BUSINESS

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: SOO KIM WANG  
No. and Street: 1016 COMMONWEALTH AVENUE  
City or Town: BROOKLINE State: MA Zip: 02215 Country: USA

I, SOO KIM WANG resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	SOO KIM WANG	1016 COMMONWEALTH AVENUE BROOKLINE, MA 02215 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	SOO KIM WANG	1016 COMMONWEALTH AVENUE BROOKLINE, MA 02215 USA

**9. Additional matters:**

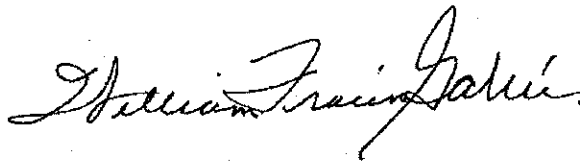
**SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of January, 2022,**  
**SOO KIM WANG**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

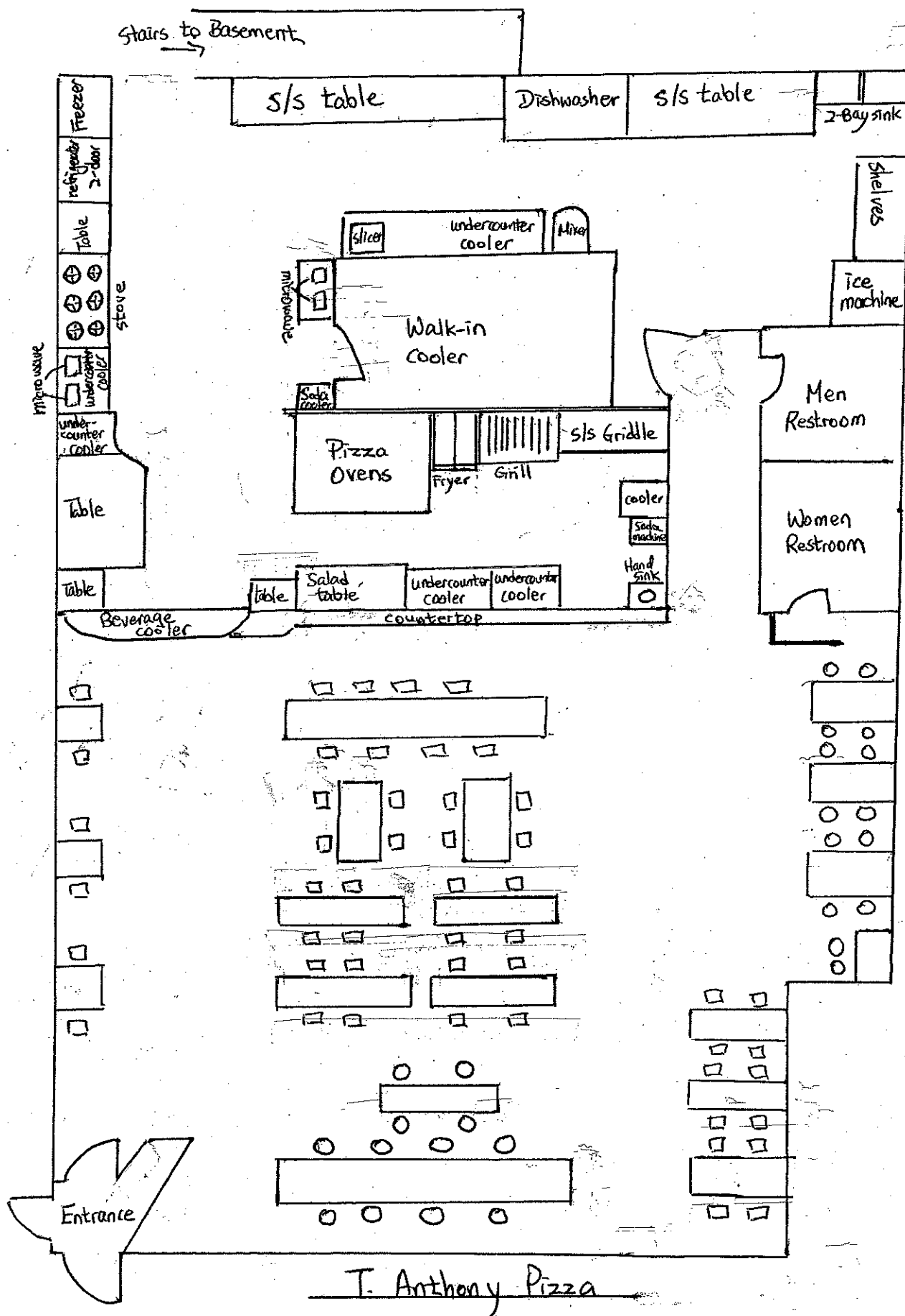
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 03, 2022 11:40 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



T. Anthony Pizza

## Something Special

Teriyaki Steak Tips w/Fries or Rice .....	14.48
Penne Chicken Broccoli w/White or Red Sauce.....	12.15
Grilled Chicken w/Fries or Rice .....	12.15

Chicken Finger Plate w/Fries.....	10.51
Chicken Cutlet Parmesan.....	12.15
Eggplant Parmesan.....	12.15
(Served w/Spaghetti, Penne or Ravioli)	
Spinach Eggplant Lasagna .....	12.15

### Pasta Dishes

Lasagna.....	12.15
Ravioli.....	12.15
Spaghetti.....	8.60
Penne.....	8.60
Tortellini.....	12.15
Add Meatballs .....	2.80
Add Sausages .....	3.74
Macaroni & Cheese.....	12.18

### Seafood

Fried Shrimp.....	12.15
Fish & Chips .....	11.68
(Served w/Fries, Cole Slaw & Tartar Sauce)	

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

08/19

## T. Anthony Delivery Menu



Established 1976

Best Italian Around  
... and More!!!

**Breakfast • Lunch • Dinner**

— and anytime inbetween —

Open 7 Days a Week  
Early Morning 'til Late Night

**617-734-7708**

**1016 Commonwealth Avenue  
Boston, MA 02215**

(Corner of Babcock St. and Comm. Ave.)

Catering Available  
Ask about our Catering Menu

**Tel: 617 734 7708 Fax: 617 734 6241**

[www.tanthonys.com](http://www.tanthonys.com)

## Sandwiches

### Sandwiches

Hamburger.....	4.39
Cheeseburger.....	4.63
BLT.....	4.67
Hot Dog.....	3.41
Grilled Chicken.....	6.73
Ham & Cheese.....	6.73
Tuna Salad.....	6.73
Chicken Salad.....	6.73
Salami.....	6.73
Turkey.....	6.73
Roast Beef.....	6.73
Grilled Cheese.....	4.39

## Submarine

### SUBS

	Sm	Lge
Eggplant.....	6.73	8.69
Italian.....	6.73	8.69
Roast Beef.....	6.73	8.69
Turkey.....	6.73	8.69
Meatball.....	6.26	8.46
Sausage.....	6.73	8.69
Tuna.....	6.73	8.69
Sirloin Steak.....	7.52	9.63
Ham & Cheese.....	6.73	8.69
Pepper & Egg.....	6.26	8.46
Chicken Cutlet.....	6.96	9.16
BLT.....	6.26	8.46
Hamburger.....	6.26	8.46
Chicken Salad.....	6.73	8.69
Grilled Chicken.....	6.73	8.69
Chicken Parm.....	6.96	9.16

## Beverages

SODA - 12 OZ. CANS.....	\$1.36
Pepsi, Diet Pepsi, Diet Ginger Ale, Mountain Dew, Ginger Ale	
SODA - 20 OZ. BOTTLES.....	\$2.15
Coke, zero, Dr. Pepper	
PURELEAF.....	\$2.24
Lemon, Peach, Diet Lemon Diet Peach, and Pureleaf Green Tea	
NANTUCKET NECTAR.....	\$2.24
Orange, Mango, Half & Half	
BOTTLE ROOT BEER.....	\$2.24
12 oz. Bottle	
ICED TEA AND COFFEE.....	\$2.24
Iced Green Tea, Iced Tea, Iced Coffee	

TROPICANA JUICES.....	\$2.24
Orange, Lemonade, Cranberry, Apple, Grapefruit	
MILK 1% BOTTLES.....	\$2.10
Orange, Mango, Half & Half	
POLAND SPRINGSWATER.....	\$1.35
VITAMIN WATER.....	\$2.24
Power-C, Energy, XXX	
GATORADE.....	\$2.24
Frost Riptide Rush, G-2 Grape, Orange, Lemon-Lime, Fruit Punch	
TAP SODA.....	\$1.40 - \$1.68

# T. Anthony Wraps

## **T's Chicken Ranch 8.36**

Lettuce, Tomato, Cheddar, Chicken,  
Bacon & Ranch Dressing

## **The Texan 8.36**

Red Onion, Lettuce, Chicken, Cheddar  
Cheese & BBQ Sauce

## **Chicken Cordon Bleu 8.36**

Virginia Ham, Swiss, Lettuce,  
Chicken, Red Onion & Honey Mustard

## **Buffalo Chicken 8.36**

Lettuce, Tomato, Hot Sauce,  
Bleu Cheese or Ranch  
Above served w/Grilled Chicken  
or Chicken Cutlet

## **B.L. Turkey 8.36**

Bacon, Lettuce, Tomato,  
Mayo & Turkey Breast

## **Great Caesar 6.96**

Romaine, Croutons, Red Onion,  
Shredded Parmesan,  
& Caesar Dressing

## **Chicken, Rice & Cheese 8.36**

## **Our Fenway 8.36**

Grilled Italian Sausage,  
Onions & Peppers

## **Chicken Caesar 8.36**

Grilled Chicken, Romaine,  
Croutons, Red Onion,  
Parmesan & Our Dressing

## **That's Italian 8.36**

Genoa, Prosciutto, Fresh  
Mozzarella, Red Onion,  
Roasted Peppers &  
Marinated Tomatoes

## **Hot or Cold Veggie 6.96**

Your Choice Mixed Fresh  
or Grill 'Em Hot

## **Steak or Chicken, Rice & Cheese 8.36**

Steak or Chicken, Rice &  
Our Cheddar Blend

## **Fajita**

## **Steak or Chicken 8.36**

Grilled Peppers, Onions,  
Lettuce, Tomatoes, Cheese,  
and Sour Cream

## **Paninos**

Panino w/Fresh Mozzarella & Tomato....6.64

Panino w/Prosciutto, Fresh Mozzarella  
and Tomato.....8.32

Chicken Panino.....9.25  
with fresh mozzarella and tomato

*Add 7% Mass. Meals tax.*

## **Create Your Own Club**

**\$9.11**

Triple Decker w/Bacon, Lettuce, Tomatoes, Mayo  
& Fries. You choose: Turkey, Roast Beef,  
Tuna, Salami, Cheeseburger, Ham & Cheese,  
Grilled Chicken, Chicken Cutlet

*Prices are subject to change.*



Thin Crust Slices \$2.95  
Each Top .30

## Pizza

Sicilian Slices \$3.15  
Each Top .30

Pepperoni, Mushroom, Jalapeno, Sausage, Green Peppers, Black Olives, Hamburger, Onions,  
Anchovies, Ham, Spinach, Broccoli, Fresh Garlic, Prosciutto, Salami, Eggplant, Artichokes,  
Pineapple, Canadian Bacon, Tomato Slices, Chicken or Extra Cheese is a Double Topping

	Small 12"	Large 16"		Small 12"	Large 16"
Cheese.....	8.97	13.27	3-1/2 Way .....	12.80	17.62
1/2 Way .....	9.58	13.97	Combo .....	13.27	18.55
One Way .....	13.74	14.82	Chicken .....	12.90	17.24
1-1/2 Way .....	10.51	15.21	Mozzarella Sticks .....	13.14	21.59
Two Way .....	11.03	15.94			
2-1/2 Way .....	11.54	16.64	Sicilian 13"x17"		
Three Way .....	12.06	17.24	Sheet Pan - Cheese .....	14.25	
			Each Add. Topping .....	1.21	

## Beginnings

### Salads

House Salads.....	5.51
Caesar Salad.....	6.45
Antipasto .....	8.13
Fresh Mozzarella .....	8.13
Chef Salad.....	8.60
Greek Salad .....	6.54
Grilled Chicken Salad .....	10.51
Grilled Chicken Caesar.....	10.75
Grilled Chicken Greek.....	11.64
Terriyaki Tips Salad.....	13.46
Marcos Salad	
(Romaine, Cucumbers, Red Peppers, Bermuda	
Onions, Feta Cheese, Marinated Tomatoes	
mixed with Balsamic Dressing	
w/Chicken .....	11.54
w/Steak.....	13.55
Sides of Dressing.....	47¢

### Starters

Hot Wings.....	9.44
Chicken Fingers .....	8.65
Buffalo Fingers.....	8.65
Mozzarella Sticks .....	8.41
Onion Rings.....	4.77
Curly Fries .....	4.77
Jalapeño Poppers.....	8.41
French Fries .....	Sm 3.27.....Lg. 4.16

## Desserts

Boston Cream, Apple Pie, Cookies & Cream,	
Chocolate Cream.....	3.74
Tiramisu, Chocolate Cake.....	4.67
Carrot Cake.....	4.67
Brownies.....	2.80
Cookies.....	70¢ each

Add 7% Mass. Meals tax. Prices are subject to change.

Date : January 4, 2022

Board of Selectmen  
Town Hall  
Brookline, MA 02445


Gentlemen:

RE: Common Victualler License  
T Anthony Restaurant  
1016 Commonwealth Ave.  
Brookline, MA 02215

Upon the granting of a Common Victualler License to T Anthony, LLC, We, Joseph Rastellini and Carmella Rastellini, the undersigned and the licensee(s) of the above restaurant, will surrender our Common Victualler License to T Anthony, LLC if, and when, one is granted to them.

Very truly yours,

  
Joseph Rastellini

  
Carmella Rastellini  
CARMELLA RASTELLINI

## STANDARD FORM COMMERCIAL LEASE

### 1. PARTIES

**Stephen DiMarco and Carmela Rastellini**, a Massachusetts Limited Liability Company, having an address of 1018 Commonwealth Avenue, Boston, MA 02215, LESSOR, which expression shall include its heirs, successors and assigns where the context so admits, does hereby lease to **T Anthony, LLC**, a Massachusetts Limited Liability Company, having an address of 1016 Commonwealth Ave., Brookline, MA 02215, and the LESSEE hereby leases the following described Premises:

### 2. PREMISES

That a certain ground floor leasable spaces and basement, as presently partitioned and known and numbered as 1016 Commonwealth Avenue, Brookline, Massachusetts 02215 (the "Premises").

### 3. TERM

The term of this lease shall be for approximately five (5) years (60 months), commencing on the date Lessee's closing on the purchase of business assets located at the Premises ("Lease Commencement Date"), and ending on March 31, 2027.

### 4. BASE RENT

The rent for the Premises for the term of the Lease, which is due, in advance, on the First day of each calendar month, is as follows:

YEAR	DATES	MONTHLY BASE
1	Lease Commencement Date to March 31, 2023	\$7,339.00
2	April 1, 2023 to March 31, 2024	\$7,339.00
3	April 1, 2024 to March 31, 2025	\$7,559.17
4	April 1, 2025 to March 31, 2026	\$7,785.95
5	April 1, 2026 to March 31, 2027	\$8,019.53

If the Commencement Date shall commence on a day other than the first day of a calendar month or end on a day other than the last day of a calendar month, annual Base Rent shall be prorated on a daily basis based on a calendar year of 365 days.

The LESSOR also grants to the LESSEE two options to extend this Lease for an additional five (5) year term immediately following the expiration of the then current term at rates as follows: -

YEAR	DATES	MONTHLY BASE
6	April 1, 2027 to March 31, 2028	\$8,260.10
7	April 1, 2028 to March 31, 2029	\$8,507.91
8	April 1, 2029 to March 31, 2030	\$8,763.15
9	April 1, 2030 to March 31, 2031	\$9,026.04
10	April 1, 2031 to March 31, 2032	\$9,296.83

The first option must be exercised by LESSEE by written notice to the LESSOR on or before October 30, 2026 stating LESSEE will be extending this lease.

YEAR	DATES	MONTHLY BASE
11	April 1, 2032 to March 31, 2033	\$9,575.73
12	April 1, 2033 to March 31, 2034	\$9,863.00
13	April 1, 2034 to March 31, 2035	\$10,158.89
14	April 1, 2035 to March 31, 2036	\$10,463.66
15	April 1, 2036 to March 31, 2037	\$10,777.57

The second option must be exercised by LESSEE by written notice to the LESSOR on or before October 30, 2031 stating LESSEE will be extending this lease.

**5. SECURITY  
DEPOSIT**

The security deposit for the term of this lease shall, at all times, equal one (1) month's rent. Thus, beginning April 01, 2024, the LESSEE shall increase its current security deposit of \$7,339 by \$220.17 and continue to do so each year thereafter. This security deposit shall be held for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.

**6. RENT  
ADJUSTMENT  
FOR TAXES**

LESSEE will pay to LESSOR as additional monthly rent hereunder, to be added to the base rent, as set forth above, a monthly amount equal to 1/12 of 40% of the real estate tax assessed against the entire building known as 1016-1018 Commonwealth Avenue, Brookline, Massachusetts. (For demonstration purposes only. if the annual tax were \$10,000.00, the calculation would be as follows:  $\$10,000.00 \times 40\% = \$4,000.00$ , then  $\$4,000.00$  would be divided by 12 to obtain the additional monthly rent due to taxes,  $\$4,000.00/12 = \$333.33$ ). If the LESSOR obtains an abatement of any such real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE. LESSOR will provide written notification to the LESSEE, prior to the commencement of this Lease, of the present tax adjustment to be added to the present rent payments due. Then, upon receipt from the Town of Brookline of a new tax bill for the Premises, the LESSOR shall provide written notification to the LESSEE of any additional tax adjustment.

**7. UTILITIES**

The LESSEE shall pay, as they become due, all bills for electricity, water, and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased Premises and presently separately metered, and all bills for fuel servicing the leased premises exclusively.

LESSEE shall be responsible for maintaining and replacing (if necessary), the heating and air conditioning (HVAC) system.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this Lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

**8. USE OF LEASED  
PREMISES**

The LESSEE shall use the leased Premises only for the purpose of a restaurant, but for no other purposes.

**9. COMPLIANCE  
WITH LAWS**

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by law or ordinance in force in the city or town in which the Premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased Premises and any work performed by the LESSEE thereon

**10. INSURANCE**

The LESSEE shall not permit any use of the leased Premises which will make voidable any insurance on the property of which the leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the Premises. The LESSEE shall provide the LESSOR, at the beginning of each year of the lease term, with a certificate of insurance with adequate/appropriate Coverage.

**11. MAINTENANCE**

The LESSEE agrees to maintain the leased Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary to replace plate glass and other glass therein, acknowledging that the leased Premises are now in good order and the glass whole. The LESSEE shall not permit the leased Premises to be overloaded, damaged, stripped or defaced nor suffer any waste.

LESSEE shall obtain written consent of LESSOR before erecting any sign on the Premises, other than signs now in use at the Premises.

The LESSOR agrees, at LESSOR's sole cost and expense, to keep in good order, condition and repair, the roof, exterior walls, foundations, structural portions of the Building which the leased Premises is a part (except glass and glass windows and doors, which shall be maintained and replaced, as necessary, by LESSEE).

12. ALTERATIONS/  
ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work or any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT/  
SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased Premises without LESSOR's prior written consent, such consent shall not be unreasonably withheld or delayed, provided the proposed assignee shall provide to LESSOR a copy of the assignees' financial statement and credit report as of the date request for consent. If in LESSOR's sole discretion and judgment, the proposed assignee's experience, credit and financial conditions are unsatisfactory, LESSOR's refusal to consent to such assignment shall not be considered as unreasonable. A transfer of more than 40% of LESSEE's stock shall be deemed an attempt to assign or transfer.

Notwithstanding the foregoing, in the event LESSOR consents to an Assignment of Lease pursuant to Section 13 of the Lease, it is agreed that the LESSEE and its Guarantor(s) named hereunder shall have no further obligations under the Lease or the Guaranty as of the effective date of the approved Assignment of Lease, except those obligations that expressly survive the Assignment.

14. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased Premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

**15. LESSOR'S  
ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased Premises a notice for letting or selling the leased Premises or property of which the leased Premises are a part and keep the same so affixed without hindrance or molestation.

**16. INDEMNIFICATION AND  
LIABILITY**

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss and damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from sidewalks bordering upon the leased Premises shall be the LESSEE's responsibility.

**17. EMINENT  
DOMAIN**

Should a substantial portion of the leased Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate the lease if:

(a) the LESSOR fails to give written notice within thirty (30) days of intention to restore leased Premises, or

(b) the LESSOR fails to restore the leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased Premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment and any other awards that may be specifically designated to LESSEE which do not reduce Landlord's award.

**18. DEFAULT AND  
BANKRUPTCY**

In the event that:

(a) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or

(b) the LESSEE shall default in the observance or performance of any of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, or

(c) the LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased Premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of ten (10) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

#### 19. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSEE at the leased Premises by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE or at such address as the LESSEE may from time to time advise in writing. Any notice from the LESSEE to the LESSOR relating to the leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR C/O University Realty Company, 1018 Commonwealth Avenue, Boston, MA 02215.

#### 20. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased Premises). LESSEE shall deliver to the LESSOR the leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased Premises, in go condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's



property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. CONDITION OF  
PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises 'as is' in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

Notwithstanding the foregoing, Landlord represents that the building containing the leased Premises, including the roof, walls and floor, is structurally sound and in good condition and repair and that there are no environmental issues, including, but not limited to, asbestos containing materials, except for encapsulated asbestos pipes in the basement of the Premises for which LESSEE waives any and all claims against LESSOR, its principals, successors and assigns. It is agreed that LESSEE shall have no obligations or liabilities to any matters related to such asbestos pipes in any event and nature, and that LESSEE shall have no obligation to fix, repair or replace the asbestos pipes.

22. FORCE MAJEURE

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonable beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefore nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased Premises or any part thereof.

23. LATE CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

24. LIABILITY OF  
OWNER

No owner of the property of which the leased Premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

25. OTHER  
PROVISIONS

All merchandise, furniture, fixtures and property of any kind which may be on the premises during this lease or any extension thereof shall be at the sole risk and hazard of the LESSEE. LESSEE's liability insurance: LESSEE shall maintain, with respect to the leased Premises and the property of which the leased Premises are a part, comprehensive general commercial liability insurance in the amount of \$1,000,000.00 dollars with property damage insurance in limits of \$1,000,000.00 from reasonable companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein. In the event the LESSEE elects, to extend this Lease for an additional term of five (5) years, then the LESSEE shall maintain the comprehensive public liability insurance to \$1,000,000.00 with property damage insurance in limits of \$1,000,000.00 in reasonable companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided.

LESSOR, at LESSOR's sole cost and expense, shall keep in force casualty insurance with respect to the Building in an amount equal to the full replacement cost thereof. Such insurance shall afford protection against fire and other perils customarily covered by a so-called "all risk" policy.

26. Quiet Enjoyment The LESSEE, subject to the terms and provisions of this lease, on payment of the rent and observing, keeping, and performing all of the terms and provisions of this lease on the Lessee's part to be observed, kept, and performed, shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the demised premises during the terms hereof without hindrance or ejection by the Lessor or any persons claiming under the Lessor.


27. CONTINGENCY This Lease is subject to the closing of LESSEE's purchase of business assets located at the leased Premises.

[signature page follows]

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 28<sup>th</sup>  
day of December 2021.

**LESSEE:**

**T Anthony, LLC**

  
By: Soo Kim Wang, LLC Manager

**LESSOR: STEPHEN DIMARCO and CARMELA RASTELLINI**

  
STEPHEN DIMARCO

  
CARMELA RASTELLINI

## Tiffany Souza

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**From:** Andrea Kor <andrea.attorneycoleman@gmail.com>  
**Sent:** Tuesday, January 11, 2022 9:26 PM  
**To:** Tiffany Souza  
**Cc:** Christopher E. Coleman  
**Subject:** Fwd: Application for the transfer of CV & Entertainment License - T Anthony LLC  
**Attachments:** Signed Lease T Anthony Brookline.pdf

Hi Tiffany,

Please see the attached Lease and below answer about the delivery parking.

Kindly advise if you have any further questions.

Thank you very much.

Best regards  
Andrea Kor, paralegal  
Coleman Law Office PC  
Direct 857-222-8726

----- Forwarded message -----

**From:** <sookimwang@gmail.com>  
**Date:** Tue, Jan 11, 2022 at 6:19 PM  
**Subject:** Re: Application for the transfer of CV & Entertainment License - T Anthony LLC  
**To:** Andrea Kor <andrea.attorneycoleman@gmail.com>

T Anthony's Supply delivery truck park on Babcock st .There is loading zone space right next to building or meter parking.  
Delivery comes about 3 times a week during day time.

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



OFFICE OF SELECTMEN  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**ENTERTAINMENT APPLICATION**

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (\*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: T Anthony, LLC

D/B/A T Anthony Restaurant

LOCATION: 1016 Commonwealth Ave., Brookline, MA 02215

TELEPHONE # 617-734-7708 EMAIL ADDRESS: sookimwang@gmail.com

**TYPE OF ENTERTAINMENT:**

(1) RADIO ☒ TAPED MUSIC ☐ JUKE BOX ☒ TELEVISION ☒

DAYS: Monday - Sunday (7 days a week) HOURS: FROM: 7:00a.m. TO: 2:00a.m.

(2) MOVIES ☐

DAYS: ☐ HOURS: FROM: ☐ TO: ☐

(3) DANCING ☐ PRIVATE ☐ PUBLIC ☐

DAYS: ☐ HOURS: FROM: ☐ TO: ☐

(4) INSTRUMENTAL MUSIC \_\_\_\_\_ TYPE OF INSTRUMENTS: \_\_\_\_\_  
#OF INSTRUMENTS \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(5) VOCAL MUSIC : \_\_\_\_\_ #OF VOCALIST: \_\_\_\_\_

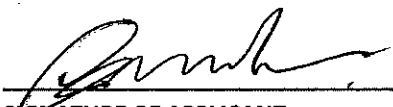
DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(6) EXHIBITION (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(7) FLOOR SHOW (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

 1/5/2022  
SIGNATURE OF APPLICANT DATE

(\*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A  
SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS  
AND REQUIRES A SEPARATE FEE OF \$100:

DANCING  
JUKE BOX  
LIVE ENTERTAINMENT